

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

22

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/20/2011		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. EP-11-D-000424		4. REQUISITION/REFERENCE NO. PR-ORD-11-01208		a. NAME OF CONSIGNEE ORD/NHEERL/EPHD	
5. ISSUING OFFICE (Address correspondence to) RTPPOD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: E105-02 Research Triangle Park NC 27709				b. STREET ADDRESS US Environmental Protection Agency 104 Mason Farm Road	
				c. CITY Chapel Hill	e. ZIP CODE 27514
7. TO: AGNES WONG-NICKERSON				f. SHIP VIA	
a. NAME OF CONTRACTOR SAN FRANCISCO STATE UNIVERSITY				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS ADM 471 ATTN: ALISON SANDERS 1600 HOLLOWAY AVENUE 4153382599				REFERENCE YOUR:	
d. CITY SAN FRANCISCO				e. STATE CA	
				f. ZIP CODE 941324032	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ORD/NHEERL/EPHD	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					
12. F.O.B. POINT					

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 07/19/2012		16. DISCOUNT TERMS	
a. INSPECTION Destination	b. ACCEPTANCE Destination						

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 942514985 Buyer: Jeffery Clodfelter					
	Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO:							
a. NAME		RTP Finance Center				\$99,930.30	
b. STREET ADDRESS (or P.O. Box)		US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive					
c. CITY		d. STATE		e. ZIP CODE		17(i) GRAND TOTAL	
Durham		NC		27711		\$99,930.30	

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Lenora L. Hilliard TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

07/20/2011

EP-11-D-000424

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Admin Office: RTPPOD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: E105-02 Research Triangle Park NC 27709 Accounting Info: 10-11-C-261E000-404FB2APV-2532-11261EC043-00 1 BFY: 10 EFY: 11 Fund: C Budget Org: 261E000 Program (PRC): 404FB2APV Budget (BOC): 2532 DCN - Line ID: 11261EC043-001 Period of Performance: 07/20/2011 to 07/19/2012 Region V RARE Project: An Epidemiologic Health Study of Manganese Exposure in East Liverpool, Ohio Perform Health Study for Airborne Manganese Health Effects in East Liverpool, Ohio				99,930.30	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$99,930.30

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OPTIONAL FORM 348 (Rev. 4/2008)

Prescribed by GSA FAR (48 CFR) 53.213(f)

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## **1. 52.212-4 Contract Terms and Conditions - Commercial Items. (JUN 2010)**

### **CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JUN 2010)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights -

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall -

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if -

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.



(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

**2. 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-- Commercial Items. (MAY 2011)**

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

[ ] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.

[ ](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[ ](2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[ ](3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[ ](4)52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[ ](5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[ ](6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

[ ](7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

[ ](8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

[ ](9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ](10) (Reserved)

[ ](11)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[ ](ii) Alternate I (OCT 1995) of 52.219-6.

[ ](iii) Alternate II (MAR 2004) of 52.219-6.

[ ](12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[ ](ii) Alternate I (OCT 1995) of 52.219-7.

[ ](iii) Alternate II (MAR 2004) of 52.219-7.

[ ](13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

[ ](14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

[ ](ii) Alternate I (OCT 2001) of 52.219-9.

[ ](iii) Alternate II (OCT 2001) of 52.219-9.

[ ](iv) Alternate III (JUL 2010) of 52.219-9.

[ ](15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[ ](16) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[ ](17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[ ](ii) Alternate I (JUN 2003) of 52.219-23.

[ ](18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ](19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ](20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)(15 U.S.C. 657 f).

[ X](21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

[ ](22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

[ ](23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

[ X](24) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[ ](25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

[X](26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[ X](27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[ ](28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[ ](29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

[ ](30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[ ](31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[ ](32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ](33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ](34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[ ](35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[ ](ii) Alternate I (DEC 2007) of 52.223-16.

[X](36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010)(E.O 13513).

[ ](37) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[ ](38)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

[ ](ii) Alternate I (JAN 2004) of 52.225-3.

[ ](iii) Alternate II (JAN 2004) of 52.225-3.

[ X](39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[ X](40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ](41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ](42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ](43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ](44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ](45) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[ ](46) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[ ](47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[ ](48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[ ](49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[ ](ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[ ](1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

[ ](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ](5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[ ](6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[ ](7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[ ](8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) (Reserved)

- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ATTACHMENT 1

ADDENDUM TO FAR CLAUSE 52.212-4



**1. NOTICE Listing Contract Clause Incorporated by Reference**

**NOTICE:**

The following solicitation provision and/or contract clauses pertinent to this addendum are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS

**2. PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be for 12 months from the date of award inclusive of all deliverables.

**3. CONSIDERATION AND PAYMENT—TOTAL FIXED PRICE (EP 52.216-160) (APR 1984)**

The fixed price of this contract is \$99,930.30.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Total</u>
001	Pretesting Phase in accordance with SOW	1	EA	\$20,000.00
002	Testing Phase in accordance with SOW	1	EA	\$45,000.00
003	Analysis Phase in accordance with SOW	1	EA	\$34,930.30
Fixed Price Total				\$99,930.30

Payment will be made in Accordance with the payment schedule below:

Partial payment upon completion of Pretesting Phase ..... \$ 20,000.00.

Partial payment upon completion of Testing Phase..... \$ 45,000.00.

Partial payment upon completion of Analysis Phase and Final Report...\$ 34,930.30.

Partial payments are authorized with receipt of an invoice and approval of the Project Officer.

**4. CONTRACT ADMINISTRATION REPRESENTATIVE (EP 52.242-100) (AUG 1984)**

Project Officer (s) for this contract:

Edward E. Hudgens  
US EPA  
109 T.W. Alexander Drive  
Mail Code: 58C

Research Triangle Park, NC 27709  
(919)966-0642  
E-mail address: [hudgens.edward@epa.gov](mailto:hudgens.edward@epa.gov)

Contract Specialist (s) responsible for administering this contract:

Administrative Contracting Officer:

Lenora Hilliard  
US EPA  
109 T.W. Alexander Drive  
Mail Code: E105-02  
Research Triangle Park, NC 27709  
(919)541-4392  
E-mail address: [hilliard.lenora@epa.gov](mailto:hilliard.lenora@epa.gov)

Administrative Contracting Specialist:

Jeffery Clodfelter  
US EPA  
109 T.W. Alexander Drive  
Mail Code: E105-02  
Research Triangle Park, NC 27709  
(919)541-0796  
E-mail address: [clodfelter.jeffery@epa.gov](mailto:clodfelter.jeffery@epa.gov)

#### **5. Government Holidays (LOCAL LRT-04-02) (DEC 2001)**

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day  
Martin Luther King's Birthday  
President's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day<sup>0</sup>  
Thanksgiving Day  
Christmas Day

**ATTACHMENT 2**

**STATEMENT OF WORK**

## HEALTH STUDY STATEMENT OF WORK

### A. Background Information

Potential neurotoxicity from airborne Manganese (Mn) exposure has been a community and risk assessment concern for more than a decade in Region 5 (e.g. OH, MI). The RARE program funded a 2009-2010 Mn health study in Marietta OH near a large industrial emitter of airborne Mn, led by Rosemarie Bowler of San Francisco State University. Mt. Vernon OH, demographically similar to Marietta but without large industrial Mn emission sources, was used as the comparison community for Marietta. Initial Marietta-Mt. Vernon comparisons generally indicate a lack of major health effect differences between the two towns. Whether this extends to East Liverpool OH, an area of much higher (up to 50-fold) outdoor air Mn concentrations is the present research question of interest, and a central reason for extending the Marietta-Mt. Vernon study.

Some of the highest chronic US residential Mn inhalation exposures are likely to have occurred in East Liverpool, OH. The proposed work is important in that either positive results (differences between East Liverpool and comparison communities) or negative results (little or no differences among communities) inform the issue of potential health effects of residential airborne Mn exposure, a recognized gap in Mn health effects literature. Therefore, either outcome can help inform the need for greater airborne Mn control. In addition, the present proposal addresses the USEPA Administrator's environmental justice priority. The poverty rate is higher in East Liverpool (25.2%) than in Marietta (16.9%), Mt. Vernon (15.6%), the State of Ohio (7.8%) or the U.S. (9.2%).

### B. Purpose and Objectives

This study will evaluate whether long term (minimum 10 years) residential airborne Mn exposure can affect human health, and will compare already available Marietta and Mt. Vernon adult resident results with those of East Liverpool for biomarkers (blood metals, toenails, hair), medical tests (symptoms; illnesses; Unified Parkinson's Disease Rating Scale evaluation), functional tests (mood; neuropsychological tests such as working memory and attention, verbal skills, motor dexterity/strength, visual tracking speed); and questionnaires (life style habits; work; dietary Mn). Key research questions include:

- Are blood and plasma Mn (controlled for Cd, Hg, and Pb exposure by measuring these metals in whole blood; controlled for Fe status and liver function by measuring plasma ferritin and the hepatic enzymes ALT and GGT, respectively) significantly elevated in East Liverpool adult residents vs. those in Marietta and Mt. Vernon? An additional novel diagnostic biomarker using toenails and hair shall be used to assess longer term Mn exposure (7-10 months).
- What differences in environmental and lifestyle factors may contribute to blood, hair, and toenail Mn levels in East Liverpool residents?
- Is Mn body burden associated with altered neurological and neuropsychological function, or medical symptoms and illnesses?
- Do health outcomes (e.g. neuropsychological test results) differ among the three towns?
- Can Mn exposure-effect relationships with health and illness be shown through use of a cumulative exposure index?

This study will require the approval of the EPA's Institutional Review Board (IRB) of Record, the University of North Carolina Biomedical IRB, and the EPA's Human Studies Subjects Official before any recruitment activities can commence.

### C. Specific Objectives/Milestones to be performed by the Contractor

The contractor shall plan, recruit, conduct, analyze data, and produce reports and manuscripts for this study.

Plan: The contractor shall develop the following plans:

1. A Quality Assurance Project Plan for the overall study. The EPA will provide a template within 14 calendar days of award of this contract.
2. A Study Plan that will include recruitment, data collection, sample collection, sample processing, sample storage, sample shipping, toenail Mn sample analysis, hair Mn sample analysis and incentive payment procedures. The EPA will provide a template within 14 calendar days of award of this contract. This plan shall include the qualifications of the individuals performing activities that require specialized training or certifications; such as, but not limited to, phlebotomy and standardized neurological testing. This plan shall use the same type of recruitment sampling strategy that was used in Marietta, OH. Exclusion criteria shall be identical to the Marietta study, which included: having other chemical exposures, having less than ten years of residence in the study area, working at the SH Bell Company (source of Mn emissions) or any industrial company that produces Mn emissions, having had any major illnesses that would affect neurological and/or neuropsychological function, and women pregnant or breastfeeding. To avoid possible groundwater contamination, only those residents on the municipal water supply shall be eligible to participate. As part of this plan, the contractor shall provide materials for Institutional Review Board applications, a copy of the IRB package that they submit to their IRB of record, and a copy of that IRB's approval. The contractor shall identify an appropriate location to conduct the field study in East Liverpool, OH.
3. A data analysis plan that will include air Mn estimation (either monitor, emissions or modeled, using data provided by the EPA) for East Liverpool, OH. The plan shall include data analysis procedures to assess the relationship between Mn exposure and neurologic health outcomes and other health or symptom outcomes, and to compare these neurologic health/other health outcomes for the three Ohio towns (East Liverpool, Marietta, and Mt. Vernon, OH).

Recruit: The contractor shall not recruit or go into the field prior to receiving EPA Human Subjects Research Approval, including Institutional Review Board Approval(s). After the EPA approval of the plans listed above, the contractor shall canvas the study area using the same type of statistical sampling strategy that was used in the Marietta, OH study to obtain a pool of potential study participants. The contractor shall recruit no more than 120 participants from East Liverpool, OH, between the ages of 30-75 years. The goal for this study is to have 100 individuals successfully complete the study protocol.

Conduct: The contractor shall conduct the study based upon an EPA approved study plan. After obtaining Informed Consent, the contractor shall attempt to collect the following information or samples from each of the participants:

Their responses to the health questionnaire

One whole blood sample (maximum of 100 samples for this study)

One serum sample (maximum of 100 samples for this study)

One toenail sample (maximum of 100 samples for this study)

One hair sample (maximum of 100 samples for this study)

A set of results from standardized neurological tests such as UPDRS, CATSYS, Cognitive, Motor and Tremor, and Mood.

The contractor shall process, store, and ship all biological samples using procedures in the EPA approved Study Plan. Due to the high visibility of this study, the EPA may require a Technical Systems Review (TSR, QA audit) of this study. The contractor shall be prepared to be QA audited by the EPA. The contractor shall ship the whole blood to the same laboratory used in the Marietta study for the analysis of a metals panel which includes Mn. The contractor shall ship nail and hair samples to the approved location for Mn content analysis. The contractor shall ship the serum samples to an EPA point of contact, to be named after the award of this contract, for subsequent Ferritin and liver enzymes analyses. The contractor shall be responsible for the disposal of all materials used during the sample processing or analysis work. The contractor shall ship any unused sample to the EPA upon completion of the analysis work.

**Analyses/Reports/Manuscripts:** The contractor shall analyze the data from this study according to the approved data analysis plan. The contractor shall write the following:

1. An Interim Report which describes the conduct of the field collection of information and samples. A draft of this report shall be due within 30 calendar days of the completion of the field study. The EPA will review and provide comment on this report within 15 calendar days. The contractor shall incorporate any EPA comments and provide a final version of this report no more than 15 calendar days after the receipt of the EPA's comments.
2. A Final Report which details the data analysis results and contains all biological sample laboratory analysis results. A draft of this report shall be due within 7 months of the completion of the field study. The EPA will review and provide comment on this report within 21 calendar days. The contractor shall incorporate any EPA comments and provide a final version of this report no more than 30 calendar days after the receipt of the EPA's comments.
3. A journal article suitable for submission to a peer-reviewed journal such as Environmental Health Perspectives or Neurotoxicology. The contractor shall prepare a draft for comment by the EPA within one month of the EPA's acceptance of the Final Report. The EPA will provide comments on the draft within 21 calendar days of receipt. The Contractor shall incorporate any EPA comments, clear the article through the EPA Clearance Process and submit the article to the specified Journal. The Contractor shall be responsible for incorporating reviewer comments and for all publication charges.

#### D. Government Responsibilities

The government researchers will be responsible for obtaining approval for the study from the EPA IRB of record, the University of North Carolina Institutional Review Board, and EPA Human Subjects Approval. The government researchers will provide templates for QAPP, Study Plan and IRB submission materials within 14 days of award of this contract. The government researchers will provide estimates of air Mn levels in East Liverpool, OH for the study time period. If the EPA requires a Technical Systems Review of this study, the government researchers will provide a copy of the TSR final report. The government researchers will perform the serum Ferritin and liver enzymes analyses and provide the results to the contractor within 6 months of sample receipt. The government researchers will provide comments on the Interim Report within 15 calendar days of receipt, will provide comments on the Final Report within 21 calendar days of receipt, and will provide comments on the journal article within 21 calendar days of receipt.